

## APPENDIX

# BUSINESS OWNERS POLICY



Moylan's Insurance Underwriters, Inc.

15-19, 2-chome, Nishi-Shinjuku, Shinjuku-ku, Tokyo, Japan 160-0023

TEL: 03-5371-2277/7856/1297/6671/7777 FAX: 03-5371-2277

General Agent of



Dongbu Insurance Co., Ltd.  
Seoul, Korea

PLEASE READ YOUR POLICY. If property damage or immediate correction  
Carefully note condition requiring immediate notice of any occurrence and/or  
Loss. If any, please notify Equitable Adjusting & Services at 234-6126.

**Dongbu Insurance Co., Ltd.**  
 ATTN: Sales / for 9 pages. Seoul, Korea  
**BUSINESS OWNERS POLICY**  
**DECLARATIONS - PART TWO**

INSURING OFFICE: MIUI-SATPAN BRANCH  
 DATE: 06/04/04 NEW ( ) RENEW (X)

POLICY NO. KBO-00055-901

NAME OF INSURED	DONG KUK CORPORATION - FRESH SASHIMI HOUSE & HAN KOOK BAN JUN PMB. 392 BOX 10061, SATPAN, MP. 96950			THE INDIVIDUALS <input type="checkbox"/> CORPORATION <input checked="" type="checkbox"/> PARTNERSHIP <input type="checkbox"/> OTHERS
ADDRESS	FROM 05/30/04 TO 05/30/05 1201 AM Standard Time at The Address of insured as stated below			
POLICY PERIOD	UNNAMED ROAD, SHALAN KANOA, SATPAN, CNM 65-15			
LOCATION OF PREMISES	PRODUCER NAME: MOYLAN'S INSURANCE UNDERWALTERS, LTD. PRODUCER CODE #			
PRODUCER NAME	Insurance is provided with respect to those coverages and kinds of property for which a specific limit of insurance is shown, subject to all the terms of this policy, including forms and endorsements as enumerated in the declarations schedule form BOP-01.			Attached hereto and made a part hereof.

## SCHEDULE

## SECTION I - BUILDINGS, BUSINESS PERSONAL PROPERTY COVERAGE

LIMIT OF INSURANCE	COVERAGE		PREMIUM
	COVERAGE A - BUILDING	REPLACEMENT COST VALUE ACTUAL CASH VALUE	
\$ 100,000.00			\$ 702.00
COVERAGE B - BUSINESS PERSONAL PROPERTY			\$ 702.00
TOTAL PREMIUM - SECTION I			

## SECTION II - BUSINESS LIABILITY COVERAGE

LIMIT OF INSURANCE	COVERAGE		PREMIUM
	COVERAGE C - BUSINESS LIABILITY		
BL : \$ (each occurrence & aggregate)	The limit of liability with respect to the products and completed operations hazards combined are an aggregate limit for all occurrence during the policy period.		\$
P.D. : \$ (each occurrence & aggregate)			\$
CSL : \$ 300,000.00 (each occurrence & aggregate)			\$ 374.00
\$ (each person)	COVERAGE D - MEDICAL EXPENSES		\$ 374.00
TOTAL PREMIUM - SECTION II			\$

## SECTION III - WORKMEN'S COMPENSATION &amp; EMPLOYER'S LIABILITY

CLASSIFICATION OF WORKS	CODE NO.	PREMIUM BASIS	RATES	ESTIMATED ANNUAL PREMIUM	
				TOTAL DEPOSIT	PREMIUM
***NOT COVERED***					\$
MINIMUM PREMIUM: \$					
COVERAGE F - EMPLOYER'S LIABILITY: LIMIT OF LIABILITY: \$					\$
TOTAL PREMIUM - SECTION III					\$

## ADDITIONAL COVERAGES

The following coverages are added under this policy when designated by an "X" in the box(es) shown below.

LIMIT OF INSURANCE	COVERAGES		PREMIUM
	<input type="checkbox"/> FIRE LEGAL LIABILITY	<input type="checkbox"/> BUSINESS INCOMP. not exceeding 12 consecutive months	
\$	<input type="checkbox"/>		\$
\$ NOT COVERED	<input type="checkbox"/>		\$
\$	<input type="checkbox"/> EXTRA EXPENSES, not exceeding 12 consecutive months		\$
	<input type="checkbox"/> ADDITIONAL COVERAGE TOTAL PREMIUM		\$
	<input type="checkbox"/> OPTIONAL COVERAGE TOTAL PREMIUM		\$
	<input type="checkbox"/> GRAND TOTAL PREMIUM		\$ 1,076.00
	<input type="checkbox"/> 2% ASSESSMENT (PUBLIC LAW 21-10, SECTION 2)		\$

Countersigned on this 04th day of JUNE 2004  
 713599/UND837/601/REC

*Johnna L. Parker*  
 Authorized Representative

FILE

**COMBINED SINGLE LIMIT OF LIABILITY**

Effective as of inception of the policy of which this form is made a part, the Company's Limit of Liability is amended to read as follows:

**1. Limit of Liability -- Per Occurrence**

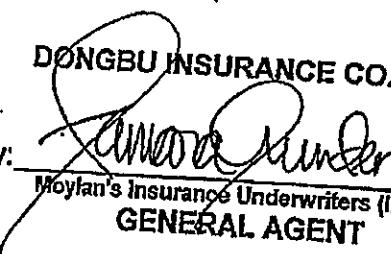
As respects all coverage afforded under this policy, the Company's limit of liability for all damages, including care and loss of services arising out of bodily injury, sickness or disease including death at any time resulting therefrom, and for all damages arising out of injury to or destruction of tangible property, including the loss of use thereof, and all supplementary payments, including costs incurred in the defense of any claim, resulting from any one occurrence shall be the amount indicated below.

**2. Limit of Liability -- Policy Aggregate**

Subject to the foregoing provision respecting each occurrence, the total annual aggregate limit of the Company's liability for all damages, including care and loss of services arising out of bodily injury, sickness or disease including death at any time resulting therefrom, and for all damages arising out of injury to or destruction of tangible property, including the loss of use thereof, and all supplementary payments, including costs incurred in the defense of any claim, as a result of all occurrences occurring during the policy period shall be the amount indicated below.

LIMIT OF LIABILITY -- PER OCCURRENCE	\$ 300,000.00
LIMIT OF LIABILITY -- POLICY AGGREGATE	\$ 300,000.00

DONGBU INSURANCE CO., LTD.

By: 

Moylan's Insurance Underwriters (Intl), Inc.  
GENERAL AGENT

Date Issued: July 04, 2004

(3) The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to \$100 a day because of time off from work.

(5) All costs taxed against the insured in the "suit".

(6) Prejudgement interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the Limit of Insurance, we will not pay any prejudgement interest based on that period of time after the offer.

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance

**2. Medical Expenses**

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations; provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the Limit of Insurance. We will pay reasonable expenses for:

(1) First aid at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

**B. EXCLUSIONS**

**1. Applicable to Business Liability Coverage.** This insurance does not apply to:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) Assumed in a contract or agreement that is an "insured contract"; or

(2) That the insured would have in the absence of the contract or agreement.

c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

e. "Bodily injury" to:

(1) An employee of the insured arising out of and in the course of employment by the insured; or

(2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

### C. WHO IS AN INSURED

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. An organization other than a partnership or joint venture you are an insured. Your executive officers and directors are insureds but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
2. Each of the following is also an insured:
  - a. Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, none of these employees is an insured for:
    - (1) "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment;
    - (2) "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or
    - (3) "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).
  - b. Any person (other than your employee), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with

respect to duties as such. That representative will have all your rights and duties under this policy.

3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
  - a. "Bodily injury" to a co-employee of the person driving the equipment; or
  - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

### D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The most we will pay for the sum of all damages because of all:
  - a. "Bodily injury", "property damage" and "medical expenses" arising out of any one "occurrence"; and
  - b. "Personal injury" and "advertising injury" sustained by any one person or organization; is the Liability and Medical Expenses limit shown in the Declarations. But the most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses limit shown in the Declarations.
3. The most we will pay under Business Liability

Coverage for damages because of "property damage" to premises rented to you arising out of any one fire or explosion is the Fire Legal Liability limit shown in the Declarations.

#### 4. Aggregate Limits

The most we will pay for:

- a. Injury or damage under the "products completed operations hazard" arising from all "occurrences" during the policy period is the Liability and Medical Expenses limit; and
- b. All other injury or damage, including medical expenses, arising from all "occurrences" during the policy period is twice the Liability and Medical Expenses limit. This limitation does not apply to "property damage" to premises rented to you arising out of fire or explosion.

The limits of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

#### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

#### 2. Duties in The Event Of Occurrence, Claim Or Suit

- a. You must see to it that we are notified promptly of an "occurrence" that may result in a claim. Notice should include:
  - (1) How, when and where the "occurrence" took place; and
  - (2) The names and addresses of any injured persons and witnesses.
- b. If a claim is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the claim or "suit".
- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### 3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, No-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

#### 4. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed

by us, the insured and the claimant or the claimant's legal representative.

#### 5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

#### F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertising Injury" means injury arising out of one or more of the following offenses:

- a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- b. Oral or written publication of material that violates a person's right of privacy;
- c. Misappropriation of advertising ideas or style of doing business; or
- d. Infringement of copyright, title or slogan.

2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

3. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage Territory" means:

- a. The United States of America (including its territories and possessions); Puerto Rico and Canada;
- b. International waters or air space, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
- c. All parts of the world if:
  - (1) The injury or damage arises out of:
    - (a) Goods or products made or sold by you in

the territory described in a. above; or

(b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and

(2) The insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in a. above or in a settlement we agree to.

5. "Impaired Property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfil the terms of a contract or agreement:
  - if such property can be restored to use by:
    - (1) The repair, replacement, adjustment or removal of "your product" or "your work"; or
    - (2) Your fulfilling the terms of the contract or agreement.

6. "Insured Contract" means:

- a. A lease of premises;
- b. A sidetrack agreement;
- c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
- d. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- e. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
- f. An elevator maintenance agreement; or
- g. That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage". Tort liability means

a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

- (a) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
  - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of injury or damage;
- (b) Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failing to render professional services, including those listed in (a) above and supervisory, inspection or engineering services; or
- (c) That indemnifies any person or organization for damage by fire or explosion to premises rented or loaned to you.

**7. "Loading or Unloading"** means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

**8. "Mobile Equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to

premises you own or rent;

- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, on which are permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing;
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

**9. "Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.